

# **EXHIBIT 2**

## General Terms and Conditions Of Service

Click [here](#) to see the changes to the General Terms and Conditions of Service Effective July 11, 2014

In addition to these General Terms and Conditions of Service, Subscriber agrees to be bound by the terms of service for the applicable Optimum service as set forth at [www.optimum.net](http://www.optimum.net), such as Optimum TV, Optimum Online and Optimum Voice, as well as the Cablevision Customer [Privacy Notice](#), as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these Terms and Conditions below and the Terms of Service, the Terms of Service shall control.

NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, IN SECTION 18 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

1. **Payment of Charges:** Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Cablevision monthly bill and notify Cablevision of disputed items within thirty (30) days of receipt, or longer as provided by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Cablevision Equipment (as defined below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (Business and/or Residential) served by Cablevision, all Cablevision provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
2. **Cablevision Property:** All equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, and routers distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Cablevision ("Equipment") remains the property of Cablevision. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Cablevision property is intended to service and reside at the specific service location and is not to be used off premises without Cablevision authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Cablevision's then current

schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

3. **Disruption of Service:** All Cablevision Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Cablevision be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Cablevision's reasonable control. Subject to applicable law, credit with respect to Subscriber's recurring monthly subscription fee shall be given for qualifying outages of Cablevision Services.
4. **Repair of Cablevision Equipment:** Cablevision will repair and/or replace defective Equipment, if any, as long as such damage was not caused by misuse or other improper operations or handling by Subscriber. Cablevision is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to television sets, or other video equipment, computers, modems, or any other related Subscriber-provided equipment. Cablevision makes no warranties, with respect to Equipment or Service provided by Cablevision or with respect to the Equipment's compatibility with any Subscriber-provided equipment.
5. **Subscriber Property:** Cablevision assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Cablevision is not responsible or liable for any loss or impairment of Cablevision's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.
6. **Taxes:** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
7. **Care of Cablevision Property:** Subscriber agrees that neither Subscriber nor any other person (except Cablevision's authorized personnel) will open, tamper with, service, make any alterations to, or remove any Equipment from the service address of initial installation. Any alteration, tampering, removal, etc. or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
8. **Access to Subscriber Premises:** Subscriber authorizes Cablevision and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. Cablevision's failure to

remove its Equipment shall not be deemed an abandonment thereof.

9. **Assignment or Transfer:** This Agreement and the Services and/or Equipment supplied by Cablevision are not assignable or otherwise transferable by Subscriber, without specific written authorization from Cablevision.
10. **Termination of Service:** Unless otherwise terminated in accordance with the terms hereof or the Terms of Service, this agreement shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change.
11. **Breach of Agreement:** In the event of any breach of this agreement (including the Terms of Service) by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Cablevision, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using the Service, this agreement may be, at Cablevision's option, terminated and Cablevision's Equipment removed. Subscriber shall pay reasonable collection and/or attorney's fees to Cablevision in the event that Cablevision shall find it necessary to enforce collection or to preserve and protect its rights under this agreement.
12. **Security Deposit:** Any security deposit given by Subscriber for the Equipment or Cablevision's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Cablevision's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Cablevision Equipment undamaged.
13. **Content and Services:** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
14. **Rates:** All rates are subject to change in accordance with applicable law.
15. **Late Fee:** If your account is 30 days past due, a reminder message will be included on your monthly bill. If your past due balance remains unpaid, you may be charged an applicable late fee in addition to your past due balance at Cablevision's then current rate. If your account remains unpaid your Services may be disconnected. You can avoid incurring late fees by paying your monthly bill promptly. Any late fees assessed are not considered interest or penalties. Cablevision expects that you will pay for Services on a timely basis, and Cablevision does not extend credit to customers.
16. **Disclaimer:** Cablevision assumes no liability for any program, services, content or information distributed on or

through the Services and Cablevision expressly disclaims any responsibility or liability for your use thereof. Further, Cablevision shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

17. **Right to Make Credit Inquiries:** You authorize Cablevision to make inquiries and to receive information about your credit experiences, including your credit report, from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.
18. **Arbitration.** Except as noted below under "Excepted Claims," any and all disputes arising between You and Cablevision, or related to or arising from your relationship with Cablevision, including the validity, enforceability, or scope of this Arbitration Provision (with the exception of the enforceability of the class action waiver clause), shall be subject to binding arbitration in accordance with this Arbitration Provision.

Resolving your dispute with Cablevision through arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND CABLEVISION EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY CABLEVISION IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY EMAILING US AT NOARBITRATION@CABLEVISION.COM OR BY MAIL TO CABLEVISION RESEARCH & SUPPORT, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO CABLEVISION MUST INCLUDE YOUR NAME, ADDRESS, AND CABLEVISION ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH CABLEVISION THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH CABLEVISION OR THE DELIVERY OF CABLEVISION SERVICES TO YOU. IF YOU HAVE PREVIOUSLY NOTIFIED CABLEVISION OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

Because the Service(s) provided to you concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this Arbitration Provision. Any state statutes pertaining to arbitration shall not be applicable. You and Cablevision agree that applicable state law or federal law shall apply to and govern, as appropriate, the substance of all claims or causes of action, remedies, and damages arising between You and Cablevision.

The arbitration will be administered by the American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, [www.adr.org](http://www.adr.org) under the AAA's Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to

resolve your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this Arbitration Provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern.

A single arbitrator will resolve the dispute between You and Cablevision. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, including the scope of this Arbitration Provision, but the Arbitrator is limited and bound by terms of this Arbitration Provision. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless you agree otherwise, any arbitration hearings will take place in a location convenient to you in the area where you receive the Service(s). If the amount in dispute is less than \$50,000, Cablevision agrees that you may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator on a telephonic hearing, or by an in-person hearing as established by AAA rules.

If an award granted by the arbitrator exceeds \$75,000 or includes any form of injunctive relief, either party can appeal that award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right that exists under the FAA.

You agree that if You fail to contact Cablevision within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, You waive the right to pursue, in any forum, including arbitration or court, a claim based upon such event, facts or dispute.

YOU AGREE TO ARBITRATE YOUR DISPUTE ON A SOLELY INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. You and Cablevision agree that the other may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. This Arbitration Provision does not permit and explicitly prohibits the arbitration of consolidated or class action disputes. No claim may be brought on behalf of the general public or as a private attorney general or on behalf of other subscribers or similarly situated persons unless the statute you are suing under provides for such actions. No claim subject to arbitration hereunder may be combined with a claim subject to resolution before a court of law.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief. Such injunctive

relief may only be awarded to the extent necessary to (i) provide relief warranted by that party's individual claim and (ii) to return that party to the position it occupied before its claim arose. The arbitrator's authority to award injunctive relief is limited solely to the relationship between the claimant and Cablevision. The arbitrator may not award injunctive relief to any person or entity other than the claimant or that would interfere with the operation of the cable system. Further, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

CABLEVISION WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES.

IF THE ARBITRATION PROCEEDING IS DECIDED IN CABLEVISION'S FAVOR, YOU SHALL REIMBURSE CABLEVISION FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE CABLEVISION FOR ANY OF THE FEES AND COSTS ADVANCED BY CABLEVISION.

IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, CABLEVISION WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

If the ban on class action or class arbitration contained in this Arbitration Provision is held to be unenforceable, then the sections of this Arbitration Provision requiring arbitration of claims will be unenforceable, and the claim will be decided in court. In that instance, or any instance when a claim between You and Cablevision proceeds to court rather than through arbitration, You and Cablevision each waive the right to any trial by jury through this Agreement.

If any portion of this Arbitration Provision besides the ban on consolidation and class actions is determined to be unenforceable, then the remainder of this Arbitration Provision shall be given full force and effect. The terms of this paragraph of the Arbitration Provision shall survive termination, amendment or expiration of this Agreement.

For purposes of this Agreement, the term "Excepted Claims" shall mean claims (a) relating to a party's intellectual property rights; (b) relating to the unauthorized use, theft, or piracy of products or services; (c) in which the aggregate amount in controversy may be heard in a small claims court in your jurisdiction, in which case either party can proceed to that court; or (d) which a party may bring before a regulatory authority or agency empowered by applicable law, provided, however, that the claim is not a collective or class action or brought on behalf of the general public, as a private attorney general, or in any other representative capacity.

19. **Entire Agreement:** These Terms and Conditions (including the Terms of Service) constitute the entire agreement between the Subscriber and Cablevision. No undertaking, representation or warranty made by an agent or representative of Cablevision in connection with the sale, installation, maintenance or removal of Cablevision's Services or Equipment shall be binding on Cablevision except as expressly included herein.

CENTRAL STATION MONITORED ALARM SERVICE  
LIMITATIONS.

Although we will provide a wire connection so that Optimum Voice services are available for use with your existing security and fire systems, it is your responsibility to follow-up with your alarm company to confirm that they have your correct and current phone number and to perform any periodic operational tests that your central station-monitoring provider might recommend. You further understand that in the event of an outage your Optimum Voice service will not be available to contact your central station-monitoring provider.

Cablevision does not support the use of any Optimum Voice service as a connection for (i) emergency medical alert systems or (ii) all high security monitoring systems (UL 681 or similar). If you have any such systems, you must use an alternative connection.

Effective June 11, 2014